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Attorneys for Plaintiffs and Counter-Defendant  
TIMOTHY MORRISON, individually and  
derivatively on behalf of PAN-  
AMERICAN PROPERTIES, LLC

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

TIMOTHY MORRISON, individually  
and derivatively on behalf of PAN-  
AMERICAN PROPERTIES, LLC, a  
California limited liability company,

Plaintiffs,

vs.

MAURO SANTOYO, and DOES 1-20,

Defendants.

and,

PAN-AMERICAN PROPERTIES,  
LLC, a California limited liability  
company,

Nominal Defendant.

MAURO SANTOYO, an Individual,

Counterclaimant,

vs.

TIMOTHY MORRISON, an individual,

Counterdefendant.

Case No. 2:17-cv-02540-VAP (AGRx)

**The Hon. Virginia A. Phillips**

**STIPULATED PROTECTIVE  
ORDER**

Judge: Hon. Virginia A. Phillips

1 **I. PURPOSES AND LIMITATION**

2       Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles.

11 **II. GOOD CAUSE STATEMENT**

12       This action is likely to involve commercial, financial, and/or proprietary  
13 information for which special protection from public disclosure and from use for  
14 any purpose other than prosecution of this action is warranted. Such confidential and  
15 proprietary materials and information consist of, among other things, confidential  
16 business or financial information, tax records, information otherwise generally  
17 unavailable to the public, or which may be privileged or otherwise protected from  
18 disclosure under state or federal statutes, court rules, case decisions, or common  
19 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
20 resolution of disputes over confidentiality of discovery materials, to adequately  
21 protect information the parties are entitled to keep confidential, to ensure that the  
22 parties are permitted reasonable necessary uses of such material in preparation for  
23 and in the conduct of trial, to address their handling at the end of the litigation, and  
24 serve the ends of justice, a protective order for such information is justified in this  
25 matter. It is the intent of the parties that information will not be designated as  
26 confidential for tactical reasons and that nothing be so designated without a good  
27 faith belief that it has been maintained in a confidential, non-public manner, and  
28 there is good cause why it should not be part of the public record of this case.

1 **III. DEFINITIONS**

- 2 A. Action: the pending federal actions identified above.
- 3 B. Challenging Party: a Party or Non-Party that challenges the designation
- 4 of information or items under this Order.
- 5 C. “CONFIDENTIAL” Information or Items: information (regardless of
- 6 how it is generated, stored or maintained) or tangible things that qualify
- 7 for protection under Federal Rule of Civil Procedure 26(c), and as
- 8 specified above in the Good Cause Statement.
- 9 D. Counsel: Counsel of Record (as well as their support staff).
- 10 E. Designating Party: a Party or Non-Party that designates information or
- 11 items that it produces in disclosures or in responses to discovery as
- 12 “CONFIDENTIAL.”
- 13 F. Disclosure or Discovery Material: all items or information, regardless
- 14 of the medium or manner in which it is generated, stored, or maintained
- 15 (including, among other things, testimony, transcripts, and tangible
- 16 things), that are produced or generated in disclosures or responses to
- 17 discovery in this matter.
- 18 G. Expert: a person with specialized knowledge or experience in a matter
- 19 pertinent to the litigation who has been retained by a Party or its
- 20 counsel to serve as an expert witness or as a consultant in this Action.
- 21 H. Non-Party: any natural person, partnership, corporation, association, or
- 22 other legal entity not named as a Party to this action.
- 23 I. Party: any party to this Action, including all of its officers, directors,
- 24 employees, consultants, retained experts, and Counsel of Record (and
- 25 their support staffs).
- 26 J. Producing Party: a Party or Non-Party that produces Disclosure or
- 27 Discovery Material in this Action.

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- 1       **K.     Professional Vendors:** persons or entities that provide litigation support  
2                   services (e.g., photocopying, videotaping, translating, preparing  
3                   exhibits or demonstrations, and organizing, storing, or retrieving data in  
4                   any form or medium) and their employees and subcontractors.
- 5       **L.     Protected Material:** any Disclosure or Discovery Material that is  
6                   designated as “CONFIDENTIAL.”
- 7       **M.     Receiving Party:** a Party that receives Disclosure or Discovery Material  
8                   from a Producing Party.

9 IV. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

**17 V. DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims, counterclaims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

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**VI. DESIGNATING PROTECTED MATERIAL**

**A. Exercise of Restraint and Care in Designating Material for Protection**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**B. Manner and Timing of Designations**

Except as otherwise provided in this Order (see, e.g., second paragraph of section VI.B(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that

1 contains protected material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all of the material made available for inspection shall be  
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
9 documents it wants copied and produced, the Producing Party must determine which  
10 documents, or portions thereof, qualify for protection under this Order. Then, before  
11 producing the specified documents, the Producing Party must affix the  
12 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
13 portion or portions of the material on a page qualifies for protection, the Producing  
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identify  
17 the Disclosure or Discovery Material on the record, before the close of the  
18 deposition all protected testimony.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, that the Producing Party affix in a prominent place on the  
21 exterior of the container or containers in which the information is stored the legend  
22 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
23 protection, the Producing Party, to the extent practicable, shall identify the protected  
24 portion(s).

### 25 C. Inadvertent Failures to Designate

26 If timely corrected, an inadvertent failure to designate qualified information  
27 or items does not, standing alone, waive the Designating Party’s right to secure  
28 protection under this Order for such material. Upon timely correction of a

1 designation, the Receiving Party must make reasonable efforts to assure that the  
2 material is treated in accordance with the provisions of this Order.

3 **VII. CHALLENGING CONFIDENTIAL DESIGNATIONS**

4 **A. Timing of Challenges**

5 Any Party or Non-Party may challenge a designation of confidentiality at any  
6 time that is consistent with the Court's Scheduling Order.

7 **B. Meet and Confer**

8 The Challenging Party shall initiate the dispute resolution process under  
9 Local Rule 37.1 et seq.

10 **C. Burden**

11 The burden of persuasion in any such challenge proceeding shall be on the  
12 Designating Party. Frivolous challenges, and those made for an improper purpose  
13 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
14 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
15 or withdrawn the confidentiality designation, all parties shall continue to afford the  
16 material in question the level of protection to which it is entitled under the  
17 Producing Party's designation until the Court rules on the challenge.

18 **VIII. ACCESS TO AND USE OF BASIC PROTECTED MATERIAL**

19 **A. Basic Principles**

20 A Receiving Party may use Protected Material that is disclosed or produced  
21 by another Party or by a Non-Party in connection with this Action only for  
22 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
23 may be disclosed only to the categories of persons and under the conditions  
24 described in this Order. When the Action has been terminated, a Receiving Party  
25 must comply with the provisions of section XIV below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a  
27 location and in a secure manner that ensures that access is limited to the persons  
28 authorized under this Order.

**B. Disclosure of “CONFIDENTIAL” Information or Items**

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Counsel of Record in this Action, as well as employees of said Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-  
7 Party that some or all of the information requested is subject to a confidentiality  
8 agreement with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated  
10 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the  
13 Non-Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within  
15 14 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and  
21 expense of seeking protection in this court of its Protected Material.

22 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
28 persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection,  
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
9 may be established in an e-discovery order that provides for production without  
10 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
11 as the parties reach an agreement on the effect of disclosure of a communication or  
12 information covered by the attorney-client privilege or work product protection, the  
13 parties may incorporate their agreement in the stipulated protective order submitted  
14 to the court.

15 **XIII. MISCELLANEOUS**

16 (a) Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 (b) Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 (c) Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

1 **XIV. FINAL DISPOSITION**

2       After the final disposition of this Action, as defined in Section V, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material. As used in  
5 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section V (DURATION). Notwithstanding this provision, the parties are entitled to  
20 retain archival copies of any and all documents produced in this action even if such  
21 material contains Protected Material to the extent they are reasonably necessary as  
22 supporting documents in a tax audit or related review or investigation by any  
23 governmental agency. Such documents shall remain confidential and disclosure is  
24 authorized only to the government agency, their representative(s) as well as the  
25 party's representative(s) and only for the above stated purpose or as required by law.  
26 This protective order shall not limit or restrict the parties' rights to obtain, maintain  
27 and use records and documents pursuant to the California Corporations Code or any  
28 other applicable law.

1 **XV. VIOLATIONS**

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 DATED: July 3, 2017 FREEMAN, FREEMAN & SMILEY, LLP

8  
9  
10 By: /s/ Matt A. Young  
11 STEVEN E. YOUNG  
12 ARMEN G. MITILIAN  
13 MATT A. YOUNG  
14 Attorneys for Plaintiffs and Counter-  
15 Defendant TIMOTHY MORRISON,  
16 individually and derivatively on behalf of  
17 PAN-AMERICAN PROPERTIES, LLC

16 DATED: July 3, 2017 PROCOPIO, CORY, HARGREAVES &  
17 SAVITCH, LLP

18  
19  
20 By: /s/ John D. Alessio  
21 JOHN D. ALESSIO  
22 ADRIAN MARTINEZ  
23 Attorneys for Defendant and  
24 Countercomplainant MAURO SANTOYO

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25 ///

26 ///

27 ///

28

Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

DATED: July 3, 2017

FREEMAN, FREEMAN & SMILEY, LLP

By: /s/ Matt A. Young

STEVEN E. YOUNG

ARMEN G. MITILIAN

MATT A. YOUNG

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

DATED: July 13, 2017



UNITED STATES MAGISTRATE  
JUDGE

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date]\_\_\_\_\_ in the case of *Morrison v. Santoyo et al.*, Case No. 2:17-  
cv-02540-VAP (AGRx). I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California  
for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
such enforcement proceedings occur after termination of this action. I hereby  
appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_